

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EAGLE WEST INSURANCE COMPANY, a
California corporation,

Case No. 2:22-cv-1226

Plaintiff.

COMPLAINT FOR DECLARATORY RELIEF, CONTRIBUTION, AND/OR INDEMNITY

28 U.S.C. § 1332(a)(2)
28 U.S.C. § 2201-2202

CONTINENTAL CASUALTY COMPANY,
an Illinois corporation; and THE
CONTINENTAL INSURANCE COMPANY,
a New York corporation;

Defendants.

Plaintiff Eagle West Insurance Company (“Eagle West”) alleges as follows:

NATURE OF ACTION

1. In this action, Eagle West seeks a declaration of the parties' respective coverage obligations with respect to an underlying lawsuit, *Chindamany v. F&L, et al.*, King County Superior Court Case No. 20-2-01720-5 (the "Underlying Suit"). Eagle West also seeks contribution and/or indemnification from Defendants for amounts Eagle West paid to settle claims against the parties' mutual insured in the Underlying Suit.

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PARTIES

2. Plaintiff Eagle West Insurance Company is a California corporation having its principal place of business in Monterey, California.

3. On information and belief, Defendant Continental Casualty Company is an Illinois corporation having its principal place of business in Chicago, Illinois.

4. On information and belief, Defendant The Continental Insurance Company is a New York corporation having its principal place of business in Chicago, Illinois.

5. Defendants Continental Casualty Company and The Continental Insurance Company shall be collectively referenced herein as "CNA."

JURISDICTION AND VENUE

6. Subject Matter Jurisdiction. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(2), because Plaintiff and Defendants are foreign insurance companies, and because the matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332(a).

7. Personal Jurisdiction. This Court has personal jurisdiction over the Defendants who, on information and belief, conducted insurance business in Washington at relevant times.

8. Venue. Venue is properly laid in this Court pursuant to 28 U.S.C. § 1391(b)(2), because this district is where a substantial part of the events or omissions giving rise to this action occurred.

FACTUAL ALLEGATIONS

9. On information and belief, on or about April 11, 2019, Kami Limited Partnership, Milkie Studio Inc., Olive Building LLC, and Rizit Company (collectively,

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1 "Kami") purchased the Hudson Apartments, located at 2450 Aurora Avenue North, in Seattle
2 (the "Apartments").

3 10. On information and belief, on or about March 1, 2019, Kami hired Thrive
4 Communities Management LLC ("Thrive") as property manager for the Apartments.

5 11. On or about May 17, 2019, Lena Chindamany was injured in a fall from a
6 rooftop deck at the Apartments.

7 12. Ms. Chindamany subsequently sued Kami, Thrive, and others for damages
8 flowing from her injuries.

9 13. At times relevant, Eagle West insured Kami in Businessowners Policy No. 25-
10 BOP-2-070007547 (the "Eagle West Primary Policy").

11 14. Thrive was also an insured on the Eagle West Primary policy in its capacity as
12 Kami's real estate manager and/or by virtue of a Limited Blanket Additional Insured
13 Endorsement in that policy.

14 15. At times relevant, Eagle West also insured Kami in Commercial Umbrella
15 Policy No. 25-CUL-2-070007736 (the "Eagle West Umbrella Policy").

16 16. Thrive was also an insured on the Eagle West Umbrella policy in its capacity as
17 Kami's real estate manager.

18 17. On information and belief, at relevant times Defendant Continental Casualty
19 Company insured Thrive in Policy No. 6072817176 (the "CNA Primary Policy").

20 18. On information and belief, at relevant times The Continental Insurance
21 Company insured Thrive in Excess/Umbrella Policy No. 6072817193 (the "CNA Umbrella
22 Policy").

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4885-0014-7757, v. 1

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19. Eagle West paid \$2,875,000 to settle the claims against Kami and Thrive in the Underlying Suit: \$1,000,000 was paid under the Eagle West Primary Policy, and \$1,875,000 was paid under the Eagle West Umbrella Policy.

20. CNA contributed nothing toward settling the claims against Thrive in the Underlying Suit.

21. Despite demand, CNA has refused to reimburse any amounts Eagle West paid to settle the Underlying Suit.

FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF

22. Eagle West realleges the preceding paragraphs as though fully set forth herein.

23. Eagle West is an “interested party” under 28 U.S.C. § 2201(a).

24. An actual controversy within the jurisdiction of this Court exists between Eagle West and CNA regarding CNA's obligation to contribute toward settlement of the Underlying Suit.

25. Eagle West is entitled to a declaration pursuant to 28 U.S.C. § 2201, *et seq.*, that CNA was obligated to contribute toward settlement of the Underlying Suit under the CNA Primary Policy.

26. Eagle West is also entitled to a declaration pursuant to 28 U.S.C. § 2201, *et seq.*, that the Eagle West Umbrella Policy is excess over the CNA Primary Policy.

27. Eagle West is also entitled to a declaration pursuant to 28 U.S.C. § 2201, *et seq.*, that CNA was obligated to contribute toward settlement of the Underlying Suit under the CNA Umbrella Policy.

SECOND CAUSE OF ACTION FOR CONTRIBUTION AND/OR INDEMNITY

28. Eagle West realleges the preceding paragraphs as though fully set forth herein.

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29. As a co-insurer of Thrive, CNA had a duty to contribute toward settlement of the Underlying Suit under the CNA Primary Policy and the CNA Umbrella Policy.

30. As a co-insurer of Thrive, CNA had a common obligation with Eagle West to share in funding settlement of the Underlying Suit.

31. Eagle West paid \$2,875,000 to settle the Underlying Suit.

32. Despite demand, CNA refused to contribute toward settlement of the Underlying Suit.

33. Eagle West has paid more than its just share of the common indemnity obligation also owed by CNA.

34. Eagle West is therefore entitled to contribution and/or indemnity from CNA for a share of the amount Eagle West paid to settle the Underlying Suit, in an amount to be determined at trial.

RESERVATION OF RIGHTS

Eagle West reserves the right to amend its Complaint to assert additional claims, allegations and/or other matters as additional facts are obtained through discovery and investigation.

PRAYER FOR RELIEF

WHEREFORE, plaintiff Eagle West prays for relief as follows:

1. For a declaration that CNA was obligated to contribute toward settlement of the Underlying Suit under the CNA Primary Policy;
 2. For a declaration that the Eagle West Umbrella Policy is excess over the CNA Primary Policy;

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3. For a declaration that CNA was obligated to contribute toward settlement of the Underlying Suit under the CNA Umbrella Policy;
 4. For contribution and/or indemnification from CNA in an amount to be determined at trial;
 5. For an award of its fees, costs and disbursements herein; and
 6. For such other and further relief as this Court deems just and equitable.

DATED this 31st day of August, 2022.

SOHA & LANG, P.S.

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